

**FCC Form 481 - Carrier Annual Reporting  
Data Collection Form**

 FCC Form 481  
 OMB Control No. 3060-0986/OMB Control No. 3060-0819  
 July 2013

<010> Study Area Code	359114
<015> Study Area Name	Premier Wireless, Inc.
<020> Program Year	2016
<030> Contact Name: Person USAC should contact with questions about this data	Ryan Boone
<035> Contact Telephone Number: Number of the person identified in data line <030>	7127223451 ext.
<039> Contact Email Address: Email of the person identified in data line <030>	rboone@mypremieronline.com

ANNUAL REPORTING FOR ALL CARRIERS		54.313 Completion Required	54.422 Completion Required
(check box when complete)			
<100> Service Quality Improvement Reporting	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<200> Outage Reporting (voice)	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<210> <input checked="" type="checkbox"/> <-- check box if no outages to report		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<300> Unfulfilled Service Requests (voice)	0	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<310> Detail on Attempts (voice)	<div style="border: 1px solid black; height: 40px; width: 300px;"></div> (attach descriptive document)	<input type="checkbox"/>	<input type="checkbox"/>
<320> Unfulfilled Service Requests (broadband)	<div style="border: 1px solid black; height: 40px; width: 300px;"></div>	<input type="checkbox"/>	<input type="checkbox"/>
<330> Detail on Attempts (broadband)	<div style="border: 1px solid black; height: 40px; width: 300px;"></div> (attach descriptive document)	<input type="checkbox"/>	<input type="checkbox"/>
<400> Number of Complaints per 1,000 customers (voice)			
<410> Fixed	0.0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<420> Mobile	0.0	<input type="checkbox"/>	<input type="checkbox"/>
<430> Number of Complaints per 1,000 customers (broadband)		<input type="checkbox"/>	<input type="checkbox"/>
<440> Fixed		<input type="checkbox"/>	<input type="checkbox"/>
<450> Mobile		<input type="checkbox"/>	<input type="checkbox"/>
<500> Service Quality Standards & Consumer Protection Rules Compliance	(check to indicate certification)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<510> <div style="border: 1px solid black; padding: 2px;">359114ia510.pdf</div>	(attached descriptive document)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<600> Functionality in Emergency Situations	(check to indicate certification)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<610> <div style="border: 1px solid black; padding: 2px;">359114ia610.pdf</div>	(attached descriptive document)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<700> Company Price Offerings (voice)	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<710> Company Price Offerings (broadband)	(complete attached worksheet)	<input type="checkbox"/>	<input type="checkbox"/>
<800> Operating Companies and Affiliates	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<900> Tribal Land Offerings (Y/N)? <input type="radio"/> <input checked="" type="radio"/>	(if yes, complete attached worksheet)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<1000> Voice Services Rate Comparability Certification	Yes <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<1010> <div style="border: 1px solid black; padding: 2px;">359114ia1010.pdf</div>	(attach descriptive document)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<1100> Certify whether terrestrial backhaul options exist (Yes or No) <input checked="" type="radio"/> <input type="radio"/>	(if not, check to indicate certification)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<1110>	(complete attached worksheet)	<input type="checkbox"/>	<input type="checkbox"/>
<1200> Terms and Condition for Lifeline Customers	(complete attached worksheet)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Price Cap Carriers, Proceed to Price Cap Additional Documentation Worksheet**

Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers

<2000>	(check to indicate certification)	<input type="checkbox"/>	<input type="checkbox"/>
<2005>	(complete attached worksheet)	<input type="checkbox"/>	<input type="checkbox"/>

**Rate of Return Carriers, Proceed to ROR Additional Documentation Worksheet**

<3000>	(check to indicate certification)	<input type="checkbox"/>	<input type="checkbox"/>
<3005>	(complete attached worksheet)	<input type="checkbox"/>	<input type="checkbox"/>

**(100) Service Quality Improvement Reporting  
Data Collection Form**

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July 2013

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<015>	Study Area Name	Premier Wireless, Inc.
<020>	Program Year	2016
<030>	Contact Name - Person USAC should contact regarding this data	
<035>	Contact Telephone Number - Number of person identified in data line <030>	Ryan Boone 7127223451 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	rboone@mypremieronline.com
<110>	Has your company received its ETC certification from the FCC?	<input type="radio"/> (yes) <input checked="" type="radio"/> (no)
<111>	If your answer to Line <110> is yes, do you have an existing "5 year plan" filed with the FCC?	<input type="radio"/> (yes) <input type="radio"/> (no)

If your answer to Line <111> is yes, then you are required to file a progress report, on line <112> delineating the status of your company's existing § 54.202(a) "5 year plan" on file with the FCC, as it relates to your provision of voice telephony service.

<112> Attach Five-Year Service Quality Improvement Plan or, in subsequent years, your annual progress report filed pursuant to 47 C.F.R. § 54.313(a)(1). If your company is a CETC which only receives frozen support, your progress report is only required to address voice telephony service.

Name of Attached Document

Please select the appropriate responses below (Yes, No, Not Applicable) to confirm that the attached document(s), on line 112, contains a progress report on its five-year service quality improvement plan pursuant to §54.202(a). The information shall be submitted at the wire center level or census block as appropriate.

<113>	Maps detailing progress towards meeting plan targets	<input type="text"/>
<114>	Report how much universal service (USF) support was received	<input type="text"/>
<115>	How much (USF) was used to improve service quality and how support was used to improve service quality	<input type="text"/>
<116>	How much (USF) was used to improve service coverage and how support was used to improve service coverage	<input type="text"/>
<117>	How much (USF) was used to improve service capacity and how support was used to improve service capacity	<input type="text"/>
<118>	Provide an explanation of network improvement targets not met in the prior calendar year.	<input type="text"/>









(900) Tribal Lands Reporting  
Data Collection Form

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<035>	Contact Telephone Number - Number of person identified in data line <030>	7127223451 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	rboone@mypremieronline.com

<910>	Tribal Land(s) on which ETC Serves	
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<920>	Tribal Government Engagement Obligation	
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Name of Attached Document

If your company serves Tribal lands, please select (Yes, No, NA) for each these boxes to confirm the status described on the attached document(s), on line 920, demonstrates coordination with the Tribal government pursuant to § 54.313(a)(9) includes:

- <921> Needs assessment and deployment planning with a focus on Tribal community anchor institutions.
- <922> Feasibility and sustainability planning;
- <923> Marketing services in a culturally sensitive manner;
- <924> Compliance with Rights of way processes
- <925> Compliance with Land Use permitting requirements
- <926> Compliance with Facilities Siting rules
- <927> Compliance with Environmental Review processes
- <928> Compliance with Cultural Preservation review processes
- <929> Compliance with Tribal Business and Licensing requirements.

Select Yes or No or Not Applicable

(1100) No Terrestrial Backhaul Reporting  
Data Collection Form

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<030>	Contact Name - Person USAC should contact regarding this data	Ryan Boone
<035>	Contact Telephone Number - Number of person identified in data line <030>	7127223451 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	rboone@mypremieronline.com

<1120> Please confirm whether terrestrial backhaul options exist within the supported area pursuant to § 54.313(g) (Yes, No).

<1130> Please select the appropriate response (Yes, No, Not Applicable) to confirm the reporting carrier offers broadband service of at least 1 Mbps downstream and 256 kbps upstream within the supported area pursuant to § 54.313(g).



(1200) Terms and Condition for Lifeline Customers

Lifeline Data Collection Form

FCC Form 481

OMB Control No. 3060-0986/OMB Control No. 3060-0819

July 2013

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<030>	Contact Name - Person USAC should contact regarding this data	Ryan Boone
<035>	Contact Telephone Number - Number of person identified in data line <030>	7127223451 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	rboone@mypremieronline.com

<1210>	Terms & Conditions of Voice Telephony Lifeline Plans	<div>359114ia1210.pdf</div>	Name of Attached Document
<1220>	Link to Public Website	HTTP	

"Please check these boxes below to confirm that the attached document(s), on line 1210, or the website listed, on line 1220, contains the required information pursuant to § 54.422(a)(2) annual reporting for ETCs receiving low-income support, carriers must annually report:

<1221>	Information describing the terms and conditions of any voice telephony service plans offered to Lifeline subscribers,	<input checked="" type="checkbox"/>
<1222>	Details on the number of minutes provided as part of the plan,	<input checked="" type="checkbox"/>
<1223>	Additional charges for toll calls, and rates for each such plan.	<input checked="" type="checkbox"/>

<b>(2000) Price Cap Carrier Additional Documentation</b>		FCC Form 481
<b>Data Collection Form</b>		OMB Control No. 3060-0986/OMB Control No. 3060-0819
<i>Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers</i>		July 2013

<010>	Study Area Code	259114
<015>	Study Area Name	PREMIER WIRELESS, INC.
<020>	Program Year	2016
<030>	Contact Name - Person USAC should contact regarding this data	KYAN BOONE
<035>	Contact Telephone Number - Number of person identified in data line <030>	7127223451 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	kboone@mypremieronline.com

Select the appropriate responses below (Yes, No, Not Applicable) to note compliance as a recipient of Incremental Connect America Phase I support, frozen High Cost support, High Cost support to offset access charge reductions, and Connect America Phase II support as set forth in 47 CFR § 54.313(b),(c),(d),(e). The information reported on this form and in the documents attached below is accurate.

<b>Incremental Connect America Phase I reporting</b>		
<2010>	2nd Year Certification {47 CFR § 54.313(b)(1)i}	
<2011a>	3rd Year Certification {47 CFR § 54.313(b)(1)ii}	
<2011b>	Attachment {47 CFR § 54.313(b)(1)ii}	
<b>Price Cap Carrier Receiving Frozen Support Certification {47 CFR § 54.312(a)}</b>		
<2012>	2013 Frozen Support Calculation {47 CFR § 54.313(c)(1)}	
<2013>	2014 Frozen Support Calculation {47 CFR § 54.313(c)(2)}	
<2014>	2015 Frozen Support Calculation {47 CFR § 54.313(c)(3)}	
<2015>	2016 and future Frozen Support Calculation {47 CFR § 54.313(c)(4)}	
<b>Price Cap Carrier Connect America ICC Support {47 CFR § 54.313(d)}</b>		
<2016>	Certification Support Used to Build Broadband	
<b>Connect America Phase II Reporting {47 CFR § 54.313(e)}</b>		
<2017>	3rd year Broadband Service Certification	
<2018>	5th year Broadband Service Certification	
<2019>	Interim Progress Certification	
<2020>	Please check the box to confirm that the attached document(s), on line 2021, contains the required information pursuant to § 54.313 (e)(3)(ii), as a recipient of CAF Phase II support shall provide the number, names, and addresses of community anchor institutions to which began providing access to broadband service in the preceding calendar year.	

<2021>	Interim Progress Community Anchor Institutions	
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Name of Attached Document(s) Listing Required Information

(3000) Rate Of Return Carrier Additional Documentation

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<039>	Contact Email Address - Email Address of person identified in data line <030>	rboone@mypremieronline.com

CHECK the boxes below to note compliance on its five year service quality plan (pursuant to 47 CFR § 54.202(a)) and, for privately held carriers, ensuring compliance with the financial reporting requirements set forth in 47 CFR § 54.313(f)(2). I further certify that the information reported on this form and in the documents attached below is accurate.

(3010)

Progress Report on 5 Year Plan

Milestone Certification (47 CFR § 54.313(f)(1)(ii))

Name of Attached Document Listing Required Information

(3011)

Please check this box to confirm that the attached document(s), on line 3012 contains the required information pursuant to § 54.313 (f)(1)(ii), the carrier shall provide the number, names, and addresses of community anchor institutions to which began providing access to broadband service in the preceding calendar year.

(3012)

Community Anchor Institutions (47 CFR § 54.313(f)(1)(ii))

Name of Attached Document Listing Required Information

(3013)

Is your company a Privately Held ROR Carrier (47 CFR § 54.313(f)(2))

(Yes/No)

(3014)

If yes, does your company file the RUS annual report

(Yes/No)

Please check these boxes to confirm that the attached document(s), on line 3017, contains the required information pursuant to § 54.313(f)(2) compliance requires:

(3015)

Electronic copy of their annual RUS reports (Operating Report for Telecommunications Borrowers)

(3016)

Document(s) for Balance Sheet, Income Statement and Statement of Cash Flows

(3017)

If the response is yes on line 3014, attach your company's RUS annual report and all required documentation

Name of Attached Document Listing Required Information

(Yes/No)

(3018)

If the response is no on line 3014, is your company audited?

If the response is yes on line 3018, please check the boxes below to confirm your submission, on line 3026 pursuant to § 54.313(f)(2), contains

(3019)

Either a copy of their audited financial statement; or (2) a financial report in a format comparable to RUS Operating Report for Telecommunications

(3020)

Document(s) for Balance Sheet, Income Statement and Statement of Cash Flows

(3021)

Management letter and audit opinion issued by the independent certified public accountant that performed the company's financial audit

If the response is no on line 3018, please check the boxes below to confirm your submission, on line 3026 pursuant to § 54.313(f)(2), contains:

(3022)

Copy of their financial statement which has been subject to review by an independent certified public accountant; or 2) a financial report in a format comparable to RUS Operating Report for Telecommunications Borrowers,

(3023)

Underlying information subjected to a review by an independent certified public accountant

(3024)

Underlying information subjected to an officer certification.

(3025)

Document(s) for Balance Sheet, Income Statement and Statement of Cash Flows

(3026)

Attach the worksheet listing required information

Name of Attached Document Listing Required Information

<010>	Study Area Code	359114
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Financial Data Summary	
(3027) Revenue	
(3028) Operating Expenses	
(3029) Net Income	
(3030) Telephone Plant In Service(TPIS)	
(3031) Total Assets	
(3032) Total Debt	
(3033) Total Equity	
(3034) Dividends	

<b>Certification - Reporting Carrier Data Collection Form</b>	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
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<039>	Contact Email Address - Email Address of person identified in data line <030>	rboone@mypremieronline.com

**TO BE COMPLETED BY THE REPORTING CARRIER, IF THE REPORTING CARRIER IS FILING ANNUAL REPORTING ON ITS OWN BEHALF:**

Certification of Officer as to the Accuracy of the Data Reported for the Annual Reporting for CAF or LI Recipients	
I certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual reporting requirements for universal service support recipients; and, to the best of my knowledge, the information reported on this form and in any attachments is accurate.	
Name of Reporting Carrier: Premier Wireless, Inc.	
Signature of Authorized Officer: CERTIFIED ONLINE	Date 06/19/2015
Printed name of Authorized Officer: Douglas Boone	
Title or position of Authorized Officer: CEO	
Telephone number of Authorized Officer: 7127223451 ext.	
Study Area Code of Reporting Carrier: 359114	Filing Due Date for this form: 07/01/2015
Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.	

**Certification - Agent / Carrier  
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<039> Contact Email Address - Email Address of person identified in data line <030>	rboone@mypremieronline.com

**TO BE COMPLETED BY THE REPORTING CARRIER, IF AN AGENT IS FILING ANNUAL REPORTS ON THE CARRIER'S BEHALF:**

Certification of Officer to Authorize an Agent to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier	
I certify that (Name of Agent) _____ is authorized to submit the information reported on behalf of the reporting carrier. I also certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual data reporting requirements provided to the authorized agent; and, to the best of my knowledge, the reports and data provided to the authorized agent is accurate.	
Name of Authorized Agent: _____	
Name of Reporting Carrier: _____	
Signature of Authorized Officer: _____	Date: _____
Printed name of Authorized Officer: _____	
Title or position of Authorized Officer: _____	
Telephone number of Authorized Officer: _____	
Study Area Code of Reporting Carrier: _____	Filing Due Date for this form: _____
Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.	

**TO BE COMPLETED BY THE AUTHORIZED AGENT:**

Certification of Agent Authorized to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier	
I, as agent for the reporting carrier, certify that I am authorized to submit the annual reports for universal service support recipients on behalf of the reporting carrier; I have provided the data reported herein based on data provided by the reporting carrier; and, to the best of my knowledge, the information reported herein is accurate.	
Name of Reporting Carrier: _____	
Name of Authorized Agent or Employee of Agent: _____	
Signature of Authorized Agent or Employee of Agent: _____	Date: _____
Printed name of Authorized Agent or Employee of Agent: _____	
Title or position of Authorized Agent or Employee of Agent: _____	
Telephone number of Authorized Agent or Employee of Agent: _____	
Study Area Code of Reporting Carrier: _____	Filing Due Date for this form: _____
Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.	

## Attachments

Line 510 – Description of Compliance with Service Quality Standards and Consumer Protection Rules:

Premier Wireless, LLC (“Company”) certifies that it has complied and will continue to comply with applicable state and FCC service quality and consumer protection standards. Specifically, Company is required to certify on an annual basis with the Iowa Utilities Board that it is complying with applicable service quality standards and consumer protection rules. Company also monitors and reports certain service quality metrics in accordance with IAC §199-22.6.

Company is also subject to consumer protection obligations for broadband services under federal law. These obligations include, but are not limited to, the following: public disclosure of accurate information regarding network management practices, performance, and commercial terms of broadband internet access services; as a means of providing sufficient information for consumers to make informed choices regarding use of such services, and for content, application, service and device providers to develop, market, and maintain internet offerings as specified in F.C.C. 47 C.F.R. Part 8 §8.3.

In addition, Company has implemented multiple consumer protection measures to protect the consumer against fraud and to protect customer information from improper use and disclosure. These measures include implementing both a Customer Proprietary Network Information policy that complies with FCC rules and regulations and a Red Flag policy that complies with FTC rules and regulations. Both policies require training for all employees which includes authenticating customers, identifying/protecting customer proprietary information, detecting & preventing identity theft, and reviewing Company’s disciplinary process. Company has also appointed a Compliance Officer to oversee both policies and respond to any employee questions. Finally, Company restricts access to customer information to only those employees who need access to perform their job functions.



#### Line 610 – Description of Functionality in Emergency Situations:

Premier Wireless, LLC (“Company”) certifies that it has followed and continues to follow industry best practices that are designed to allow Company’s voice and broadband services to remain functional in emergency situations. These best practices include maintaining back-up power, utilizing redundancy within our network, and managing traffic capacity.

##### Back-Up Power:

Company maintains an 8 hour minimum battery back up at all central office and remote office locations. In addition to battery backup, each location has a permanent natural gas or propane generator which is designed to automatically turn on in the event of a power failure. Company also maintains a 6 hour minimum battery back up at all field terminal locations. In the event of a sustained power outage, Company has approximately 20 gas-powered, portable generators to power its field terminal locations and additional portable generators for cell-site locations. Finally, our ONT’s are equipped with 8 hour battery backup. Company also takes proactive measures by conducting monthly testing on generators and performing real-time monitoring of commercial power & generator activity within all levels in its network. All measures above support both voice and broadband network equipment should an emergency situation occur.

##### Network Redundancy:

Company has utilized industry best practices to build redundancy into every facet of its network. Specifically, every central office and remote office location has redundant fiber routes into its premise. Company utilizes both a fully-redundant regional second-mile and state-wide middle-mile fiber transport ring with all traffic (voice & broadband) able to terminate to multiple locations within the state. Company also maintains redundancy in equipment (voice & broadband) that is designed to automatically “fail-over” in the event one piece of equipment fails, in addition to keeping spares on hand.

##### Managing Traffic Capacity:

Company’s network is engineered to provide maximum capacity in order to handle excess traffic in the event of traffic spikes resulting from emergency situations. This includes maintaining network capacity (voice & broadband) that is typically not fully utilized under normal circumstances and employing industry best practices to manage traffic flow and capacity in times of unusual network use, such as emergency situations.

**(700) Price Offerings including Voice Rate Data  
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1/1/2015

<701> Residential Local Service Charge Effective Date  
<702> Single State-wide Residential Local Service Charge

<703>

<a1>	<a2>	<a3>	<b1>	<b2>	<b3>	<b4>	<b5>	<c>
State	Exchange (ILEC)	SAC (CETC)	Rate Type	Residential Local Service Rate	State Subscriber Line Charge	State Universal Service Fee	Mandatory Extended Area Service Charge	Total per line Rates and Fees
IA			FR	40.0	0.0	0.0	0.0	40.0
IA			FR	45.0	0.0	0.0	0.0	45.0
IA			FR	55.0	0.0	0.0	0.0	55.0
IA			FR	65.0	0.0	0.0	0.0	65.0
IA			FR	75.0	0.0	0.0	0.0	75.0
IA			FR	45.0	0.0	0.0	0.0	45.0
IA			FR	25.0	0.0	0.0	0.0	25.0
IA			FR	10.0	0.0	0.0	0.0	10.0
IA			FR	50.0	0.0	0.0	0.0	50.0
IA			FR	30.0	0.0	0.0	0.0	30.0
IA			FR	10.0	0.0	0.0	0.0	10.0
IA			FR	7.0	0.0	0.0	0.0	7.0
IA			FR	12.0	0.0	0.0	0.0	12.0
IA			FR	22.0	0.0	0.0	0.0	22.0
IA			FR	35.0	0.0	0.0	0.0	35.0
IA			FR	65.0	0.0	0.0	0.0	65.0
IA			FR	8.0	0.0	0.0	0.0	8.0
IA			FR	14.0	0.0	0.0	0.0	14.0
IA			FR	26.0	0.0	0.0	0.0	26.0
IA			FR	7.5	0.0	0.0	0.0	7.5
IA			FR	13.5	0.0	0.0	0.0	13.5

**(700) Price Offerings including Voice Rate Data  
Data Collection Form**

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<039>	Contact Email Address - Email Address of person identified in data line <030>	rboone@mypremieronline.com

1/1/2015

<701> Residential Local Service Charge Effective Date  
<702> Single State-wide Residential Local Service Charge

<703>

<a1>	<a2>	<a3>	<b1>	<b2>	<b3>	<b4>	<b5>	<c>
State	Exchange (ILEC)	SAC (CETC)	Rate Type	Residential Local Service Rate	State Subscriber Line Charge	State Universal Service Fee	Mandatory Extended Area Service Charge	Total per line Rates and Fees
IA			FR	25.0	0.0	0.0	0.0	25.0
IA			FR	7.0	0.0	0.0	0.0	7.0
IA			FR	13.0	0.0	0.0	0.0	13.0
IA			FR	23.0	0.0	0.0	0.0	23.0
IA			FR	42.0	0.0	0.0	0.0	42.0
IA			FR	74.0	0.0	0.0	0.0	74.0
IA			FR	40.0	0.0	0.0	0.0	40.0
IA			FR	38.0	0.0	0.0	0.0	38.0
IA			FR	10.0	0.0	0.0	0.0	10.0
IA			FR	18.0	0.0	0.0	0.0	18.0
IA			FR	32.0	0.0	0.0	0.0	32.0
IA			FR	55.0	0.0	0.0	0.0	55.0
IA			FR	95.0	0.0	0.0	0.0	95.0
IA			FR	70.0	0.0	0.0	0.0	70.0
IA			FR	9.5	0.0	0.0	0.0	9.5
IA			FR	17.5	0.0	0.0	0.0	17.5
IA			FR	31.0	0.0	0.0	0.0	31.0
IA			FR	52.0	0.0	0.0	0.0	52.0
IA			FR	9.0	0.0	0.0	0.0	9.0
IA			FR	17.0	0.0	0.0	0.0	17.0
IA			FR	29.0	0.0	0.0	0.0	29.0



FCC Form 481  
OMB Control No. 3060-0986/OMB Control No. 3060-0819  
July 2013

<010>	Study Area Code	359114
<015>	Study Area Name	Premier Wireless, Inc.
<020>	Program Year	2016
<030>	Contact Name - Person USAC should contact regarding this data	Ryan Boone
<035>	Contact Telephone Number - Number of person identified in data line <030>	7127223451 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	rboone@mypremieronline.com
<810>	Reporting Carrier	Premier Wireless, LLC
<811>	Holding Company	Mutual Telephone Company (IA)
<812>	Operating Company	Premier Wireless, LLC

[illegible]

Line 1010 – Description of Voice Services Rate Comparability:

The Wireline Competition Bureau's most recent reasonable comparability benchmark for voice services is \$47.48, which includes the federal subscriber line charge ("SLC").

Premier Wireless, LLC ("Company") offers a multitude of different plans throughout its service territory with some plans including text messaging and/or data. In addition to its typical monthly plans, Company also offers "No Contract" plans for different lengths of time ranging from 3 days to 60 days. The best comparison for the two standard deviation test is the 30-day no contract plan which has a local rate of \$35.00. All other comparable plans include some form of text messaging and/or data which would not be a reasonable comparison to the benchmark. Therefore, the Company's pricing of fixed voice services is less than the reasonable comparability benchmark of \$46.96.

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# Lifeline

## LOW-INCOME TELEPHONE ASSISTANCE PROGRAM

### LIFELINE

Low-income telephone assistance is available to qualifying low-income lowans through the “Lifeline” federal telephone assistance program. Supporting documentation will need to be provided for participation in the program.

lowans who participate in at least one of the following programs are eligible for telephone assistance: Medicaid, Food Stamps, Supplemental Security Income (SSI), Federal Housing Assistance, Low-Income Home Energy Assistance Program (LIHEAP), Temporary Assistance to Needy Families Program (TANF), National School Lunch Program (NSL).

lowans who do not participate in one of the above programs are eligible if their income is at or below 135% of the Federal Poverty Guidelines. Eligible subscribers may only receive low-income assistance from one wireline or wireless telephone provider. To apply applicants should call 1.888.550.4497 and request an application. Or, download a [Lifeline Application](#).



### LIFELINE

**iWireless participates in the Lifeline Program.**

**For more information call 1.888.550.4497**

## Support

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In the state of Iowa, iWireless offers lifeline eligible post-pay and pay in advance unlimited 30 day calling plans that will receive a \$9.25 or equivalent monthly telephone bill credit. All lifeline rate programs include the following services:

- Voice grade access to the public switched network
- Free local usage
- Single party service
- Dual tone multi-frequency signaling
- Access to emergency services
- Access to operator services
- Access to inter-exchange service
- Toll limitation

Wireless  
Emergency  
Alert  
Digital  
Millennium  
Copyright Act  
Notice

## HELPFUL LINKS

<a href="#">My Account</a>	<a href="#">Contact Us</a>	<a href="#">About Us</a>
<a href="#">Refill</a>	<a href="#">Return Policy</a>	<a href="#">MEGArewards</a>
<a href="#">Move Your Number</a>	<a href="#">Coverage</a>	<a href="#">Data Calculator</a>
<a href="#">Store Locator</a>	<a href="#">Send a Text Message</a>	<a href="#">Español</a>
<a href="#">International Calling</a>	<a href="#">Business Plans</a>	<a href="#">Colocation</a>
		<a href="#">Opportunities</a>
<a href="#">Switch and Save</a>	<a href="#">Enter to Win</a>	

## CONNECT WITH US



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# Pay in Advance General Terms and Conditions

This Agreement sets forth the terms and conditions under which Iowa Wireless Services, L.L.C., dba i wireless, or a company affiliated with Iowa Wireless Services, L.L.C. ("IWS", "we" or "us") will provide you ("Customer" or "you") with personal communication services, including voice, SMS and or data depending upon your applicable data plan (the "Service"). As used in this Agreement, the term "Device" means your mobile communication device and SIM Card, including any additional or replacement equipment, applications or features which have been added to your Device. This Agreement covers all services provided by IWS, and commences upon your acceptance of Service after receipt of this Agreement.

**1. Service Agreement Acceptance.** You accept these terms and agree to comply with all applicable laws and policies by doing any of the following: (a) giving a written or electronic signature (b) activating service (c) attempting to use your service (d) making a change or addition to your service (e) opening any package or starting any program that states your acceptance when doing so (f) paying for your service. Do not perform any of the foregoing actions if you do not accept this Agreement.

**2. Availability of Service.** Service is available to your Device only when it is within the operating range of our communication network (the "service area"), or another carrier's compatible communication system with whom we have entered into roaming agreements (roaming charges may apply). Our service is subject to transmission limitations caused by atmospheric, topographical, and usage conditions, and may be temporarily refused, limited, interrupted, or curtailed as necessary or appropriate for the proper operation of the Service. Coverage maps are available online at: <http://www.iwireless.com/support/coverage.aspx>. Coverage maps are only

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estimated; actual service coverage and quality may vary. Within coverage areas, factors - including network changes, traffic volume, service outages, technical limitations, signal strength, your equipment, terrain, structures, foliage, weather and other conditions may interfere with service quality and availability, including the ability to make, receive and maintain calls and to send and receive data & messages.

**3. Roaming.** Your Device may connect to another service provider's network ("Roaming") even when you are within the IWS coverage area. Check your Device to determine if you are Roaming. Depending upon your Service Plan, there may be extra charges (including long distance, tolls, data usage) and higher rates for Roaming usage. You must use your Device predominantly within the IWS-owned network coverage area. We may limit or terminate your Service without prior notice if you no longer reside in an IWS-owned network coverage area or if a substantial portion of your voice and/or data usage is Roaming.

**4. Wireless Device, Numbers and E-mail Addresses.** IWS is not responsible for any defects, acts, or omissions by your Device manufacturer. You do not have any rights to any number, e-mail address or other identifier we may assign to your Device or account. We may change your number assignment from time to time by giving you notice of the change. You may not modify, change or transfer any of these, except as we allow or as allowed for by law. You may transfer your number from another carrier to IWS or from IWS to another carrier, provided however, we cannot guarantee that phone numbers transferred to or from us will be successful. If an authorization is made to transfer your number away from IWS, it is considered as a request to terminate your service.

**5. Your Device & Compatibility with Other Networks.** Your Device may not be compatible with the network and services provided by another service provider. You may buy a Device from someone else, but it must, be compatible with, and not potentially harm, our network. Some IWS features will be available only on Devices purchased from us. At times we may remotely change software, systems, applications, features or programming on your Device without notice to address security, safety or other issues that impact the IWS network or your Device. These changes may modify your Device and may affect or erase data you have stored on your Device, the way you have programmed your Device, or the way you use your Device. We may offer you changes to systems, applications, features or programming remotely to your Device; you will not be able to use your Device during the installation of the changes even for emergencies.

**6. Use of Service/Prohibited Uses.** You must comply with all laws and regulations while using the service. Service cannot be used (a) to send messages that are illegal, threatening, or fraudulent (b) in a way that could

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adversely affect our customers, network, or reputation (c) for solicitation via voice, text, or otherwise (d) to transmit any virus, worm, or malicious code (e) in any way that is prohibited by the terms of this agreement. You agree not to resell the Service (whether for profit or otherwise) or to use your Device or the Service for any unlawful or abusive purpose or in such a way as to create damage or risk to our business, reputation, employees, facilities, third parties or to the public generally. You may not use or assign the number to any other SIM Card. Programming another number into the SIM Card shall be a breach of this Agreement, and shall give IWS the right to terminate this Agreement and pursue other remedies available by law. You are responsible for ensuring that your Device is technically and operationally compatible with our communication system at all times, and conforms to applicable Federal Communications Commission (FCC) rules and regulations.

**7. Protection of Our Network and Services.** We can take any action to, including but not limited to termination of service or barring your Device from access to other networks in order to: (a) protect our network, our rights and interests, or the rights of others; (b) optimize or improve the overall use of our network and services; and/or (c) prevent usage that is deemed harmful or otherwise adverse.

**8. Term.** (a) This Agreement begins on the date Service is activated to your Device and shall continue for the number days purchased (the "Term") or until terminated in the manner provided herein. Inactivated Refill Pins will expire in 180 days from date of purchase if they are not used by that time.

**9. Suspension or Termination of Services.** IWS shall have the right to modify, suspend or terminate your Service at any time, without prior notice; at its discretion, including, but not limited to: (a) violating any provision of this Agreement; (b) reselling our service; (c) using your service for an illegal purpose; (d) providing false information; (e) modifying a device from its manufacturer intent; (f) failure to use service after an extended period of time; (g) attempting to transfer service without IWS' consent; (h) using your Service in excessive amounts detrimental to IWS' network and taking any action which damages or interferes with our network; (i) using your service for spam or engage in other abusive messaging; (j) any misrepresentation or breach of any obligation to IWS; or (k) engaging in repeat copyright infringement.

**10. Authorized User.** You agree any authorized users on your account will be granted access to account information and may be able to make changes to the account. If you share your account password and verification information with someone, they can access and make changes to your account. You are responsible for any changes and subsequent charges associated with those changes. Changes may require a fee or charge and new minimum term.

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**11. Default/Remedies.** The following events shall constitute an event of default hereunder: (a); (b) your breach of any representations made in this agreement; and (c) your use of your Device or Service in any way that damages or interferes with IWS or its system.

**12. Disclaimer of Warranty.** Your Device, accessory, or related equipment may come with separate manufacturer warranties. IWS claims no representation of these warranties expressed, implied, or otherwise. We will not be liable to you in connection with (a) the manufacturer warranty (b) any items missing from the manufacturer (c) malfunctioning of the phone, accessory, or related equipment. IWS not authorize anyone to make warranties on our behalf.

IWS MAKES NO WARRANTIES REGARDING THE SERVICE OR YOUR DEVICE, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY TYPE OR CHARACTER. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. STATEMENTS REGARDING DESCRIPTIONS OF THE SERVICE OR YOUR DEVICE, IF ANY, BY US OR OUR AGENTS OR INSTALLERS ARE INFORMATIONAL ONLY AND ARE NOT MADE OR GIVEN AS WARRANTY OF ANY KIND. IWS DOES NOT MANUFACTURE YOUR DEVICE. IN THE EVENT OF ANY DEFECT WITH RESPECT TO A NEW DEVICE PURCHASED FROM US, YOUR REMEDY IS OUTLINED BY THE MANUFACTURER'S WARRANTY. IF YOU PURCHASED USED EQUIPMENT FROM US, YOU MAY RETURN YOUR DEVICE FOR REPLACEMENT OR FULL REFUND WITHIN FOURTEEN (14) DAYS OF PURCHASE IN THE EVENT OF ANY DEFECT. IN THE EVENT OF ANY DEFECT IN AN INSTALLATION PERFORMED BY US, YOUR SOLE REMEDY SHALL BE REINSTALLATION.

**13. Return Policy.** You may return or exchange your new Device one time during the first fourteen (14) days of service. This policy applies only to Devices purchased through IWS. All Device returns require a proof of purchase (receipt) and must be in "like new" condition, with 30 minutes or less of airtime use on call timers. The Device must be returned with the original packaging, battery, accessories and manuals undamaged. Pay In Advance services and demo, used, refurbished, or special order Devices are not eligible for returns. You will be responsible for all applicable airtime usage and fees.

**14. Limitation of Liability.** IWS SHALL BE EXCUSED FROM PERFORMANCE, AND SHALL NOT BE LIABLE FOR ANY ACT OR OMISSION OF AN UNDERLYING CARRIER, EQUIPMENT OR FACILITY FAILURE, EQUIPMENT OR FACILITY UPGRADE OR MODIFICATION, ACTS OF GOD, STRIKES, FIRE, WAR, RIOT, GOVERNMENT ACTIONS,

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EQUIPMENT OR FACILITY SHORTAGE, EQUIPMENT OR FACILITY RELOCATION OR CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT WITHOUT LIMITATION THE FAILURE OF ANY INCOMING OR OUTGOING CALL TO BE CONNECTED. IWS' LIABILITY, IF ANY, FOR ANY MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR, DEFECT OR OTHER FAILURE WITH RESPECT TO THE SERVICE SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PRORATED, MONTHLY CHARGES TO YOU FOR SAID SERVICE DURING THE AFFECTED PERIOD, PROVIDED THAT NO LIABILITY SHALL RESULT FOR OUTAGES OF 24 HOURS OR LESS. IN NO EVENT SHALL IWS BE LIABLE TO YOU, YOUR EMPLOYEES, AGENTS OR CUSTOMERS, OR ANY THIRD PARTY (COLLECTIVELY FOR PURPOSES OF THIS PARAGRAPH, "SUBSCRIBER") FOR ANY COST, DELAY, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY FAILURE OF SERVICE OR OUR FAILURE TO PERFORM UNDER THIS AGREEMENT. IWS SHALL NOT BE LIABLE TO SUBSCRIBER FOR INJURIES TO PERSONS OR PROPERTY ARISING FROM SUBSCRIBER'S USE OF YOUR DEVICE OR THE SERVICE OR THE INSTALLATION, REPAIR OR MAINTENANCE OF YOUR DEVICE. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD IWS, ANY UNDERLYING CARRIER, AND ANY OF THE OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, LIABILITIES, COSTS OR DAMAGES RELATING TO THIS AGREEMENT AND SUBSCRIBERS USE OF THE SERVICE. UNLESS COLLECTION OF SUCH FEES IS PROHIBITED BY LAW, YOU FURTHER AGREE TO PAY OUR REASONABLE ATTORNEY'S AND EXPERT WITNESSES FEES AND COSTS ARISING FROM ANY ACTIONS OR CLAIMS HEREUNDER AND THOSE INCURRED IN ESTABLISHING THE APPLICABILITY OF THIS PARAGRAPH.

**15. 911 Emergency Calls.** When making 911 or other emergency calls; you should always be prepared to state the nature of your emergency and provide your location. IWS is not responsible for failure to connect or complete calls, or if information provided to the emergency service is inaccurate. If third parties are involved in connecting a 911 call, IWS does not determine the agency to which your 911 call is routed. A variety of methods may be used to determine the location of your call including GPS, our network, or the street address you provided during the time of activation.

**16. NOTICE REGARDING TRANSMISSION OF WIRELESS EMERGENCY ALERTS (Commercial Mobile Alert Service).**

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IWS has chosen to offer wireless emergency alerts within portions of its service area, as defined by the terms and conditions of its Agreement, on wireless emergency alert capable devices. There is no additional charge for these wireless emergency alerts.

Wireless emergency alerts may not be available on all devices or in the entire service area, or if a subscriber is outside of the IWS service area.

For details on the availability of this service and wireless emergency alert capable devices, please ask a sales representative, or go to [iwireless.com](http://iwireless.com).

Notice required by FCC Rule 47 CFR. 10.240 (Commercial Mobile Alert Service).

**17. Additional Notices Regarding Wireless Emergency Alerts.** Wireless emergency alerts may not be delivered if the handset is being used or is turned off at the time the alert is broadcast. In areas in which wireless emergency alerts are transmitted, such alerts may not be received by a subscriber or user of IWS's wireless service even though the subscriber has a device capable of receiving them. Wireless emergency alerts are sent only in a targeted geographic area determined by the entities sending the alerts, and may not be available in service areas where IWS does not provide wireless emergency alerts, or when users roam outside of their home service area. In transmitting wireless emergency alerts pursuant to federal law, IWS, including its shareholders, officers, directors, employees, vendors, agents, or representatives of any of the foregoing shall not be liable to any subscriber or user of IWS's wireless service or equipment, or any related service or equipment, for any act or omission related to or any harm resulting from the transmission of, or the failure to transmit, a wireless emergency alert; or the release or failure to release to a government entity or agency, public safety, fire service, law enforcement official, emergency medical service, or emergency facility of subscriber information used in connection with delivering a wireless emergency alert.

**18. Copyright & Digital Millennium Copyright Act.** Subscribers and users are prohibited from infringing, copying, reproducing, posting, or distributing in any manner any material that is protected by copyright, trademark, or any other intellectual property rights. It is IWS's policy to terminate any subscribers or users that engage in repeated copyright infringement. IWS follows the procedures set forth in the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 512, to avail itself of the safe-harbor provisions for service providers. IWS provides transitory digital network communications service as defined under the DMCA, 17 U.S.C. § 512(a). As a provider of transitory digital network communications services, iWireless is protected from claims of online copyright infringement pursuant to the safe harbor in 17 U.S.C. § 512(a). Furthermore, the company is not required to remove or block access to materials transmitted through IWS's



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network that is initiated by or at the direction of a person other than IWS. Further information regarding DMCA notification and counter-notification procedures can be found at [www.iwireless.com](http://www.iwireless.com).

**19. Unlimited Voice Services.** Unlimited voice services are provided solely for live dialog between two individuals. Unlimited voice services may not be used for conference calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which do not consist of uninterrupted live dialog between two individuals. If IWS finds that you are using an unlimited voice service offering for other than live dialog between two individuals, IWS may, at its option terminate your service or change your plan to one with no unlimited usage components. IWS will provide notice that it intends to take any of the above actions, and you may terminate the agreement.

**20. Additional Terms for Data Plans and Features/Data Fair Use**

**Policy.** The following terms supplement your Subscriber Agreement, and apply to your data plan or feature ("Data Plan"). To the extent any term in this Data Fair Use Policy expressly conflicts with your Subscriber Agreement, the term in this Data Fair Use Policy will govern.

**a) Permissible and Prohibited Uses** Your Data Plan is intended for Web browsing, messaging and similar activities on your device and not on any other equipment. Unless explicitly permitted by your Data Plan, including for example, tethering your device to a personal computer or other hardware, is not permitted. Examples of prohibited uses include but are not limited to: (a) server devices or host computer applications, including continuous Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file-sharing applications that are broadcast to multiple servers or recipients, "bots" or similar routines that could disrupt net user groups or email use by others or other applications that denigrate network capacity or functionality; (b) as a substitute or backup for private lines or dedicated data connections; (c) any activity that adversely affects the ability of other users or systems to use either IWS services or the network-based resources of others, including the generation or dissemination of viruses, malware or "denial of service" attacks; (d) accessing, or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate, IWS' or another entity's network or systems; or (e) running software or other device that maintain continuously active Internet connections when a computer's connection would otherwise be idle, or "keep alive" functions. You cannot use a Data Plan for Web broadcasting, or for the operation of servers, telemetry devices and/or supervisory control and data acquisition devices.

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**b) Protective Measures** To provide a good experience for all of our customers, and minimize capacity issues and degradation in network performance, IWS may take measures including temporarily reducing data throughput for a subset of customers who use a disproportionate amount of bandwidth. If your total usage exceeds 10GB (which threshold amount is subject to change) during a bill cycle, we may reduce your data speed for the remainder of that billing cycle.

We may also suspend, terminate, or restrict your data session, Data Plan, or service if you use your Data Plan in a manner that violates this policy, restricts our ability to allocate network capacity among customers, or that otherwise may degrade service quality for other customers.

**c) Downloadable Content and Applications** You may purchase Content and Applications (e.g., downloadable or networked applications, wallpapers, ringtones, games, and productivity tools) ("Content" and "Apps") for and with your compatible device. Some Apps that you can purchase with your device are not sold by IWS, IWS is not responsible for third party Apps, including download, installation, use, transmission failure, interruption, or delay, or any content or website you may be able to access through the App. Any support questions for these Apps should be directed to the third party seller identified at the point of purchase. When you use, download or install an App sold by a third party seller, you may be subject to license terms between you and the third party seller and App developer. When you use, download or install Content or Apps that you purchase from IWS, the Content or App is licensed to you by IWS and may be subject to additional license terms between you and the creator/owner of the Content or App. Any Content or App you purchase is licensed for personal, lawful, non-commercial use on your device only. You may not transfer, copy or reverse engineer any Content or App, or alter, disable or circumvent any digital rights management security features embedded in the Content or App. IWS is not responsible for any third party content or website you may be able to access using your device. You may encounter advertisements from other entities ("Third Party Ads") while you are using IWS Email and Internet Services, browsing the Internet or using an application on your device. IWS is not responsible for any Third Party Ads, or for any website or content that you may access by clicking on or following a link contained in a Third Party Ad. IWS may retain, use, and share information collected when you download, use, or install some Content or Apps, may update your IWS Content or App remotely, or may disable or remove any IWS Content or App at any time. We are not responsible for any transmission failure, interruption, or delay related to Content and Apps, or any content or website you may be able to access through the Content or App.



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**d) Right of Termination** IWS retains their right, in its reasonable discretion, to terminate your Data Plan, in the event of violation of this Data Fair Use Policy.

**21. Web/Data Service.** IWS web/data service may allow you to access the internet, text, pictures, music, games, email, and related items. You are responsible for any content accessed with your service and through any line on your account. We cannot make any guarantees what content you may access on your device. In order to protect our customers, network, or reputation, access may be limited or restricted. This may include limiting your throughput or the amount of data transferred with your unlimited service.

**22. Privacy.** We may collect information about you and your use of services hereunder. We are committed to respecting and protecting your privacy, and use the privacy policy set forth online at:  
<http://www.iwireless.com/support/about/our-commitment-to-privacy.aspx> to the extent practical. Notwithstanding the foregoing, we honor requests for information made by lawful process. In addition, you should understand and be aware that transmission of a cellular communications and data may be subject to intercept by third parties without our knowledge.

**23. Dispute Resolution and Arbitration.** WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL CLAIMS OR DISPUTES IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, OUR SERVICES, DEVICES OR PRODUCTS, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED BY BINDING ARBITRATION, ACCORDING TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, RATHER THAN IN COURT. This includes any claims against other parties relating to Services or Devices provided or billed to you (such as our suppliers, Dealers or third party vendors) whenever you also assert claims against us in the same proceeding. We each also agree that the Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law apply.

For all disputes, you must first give us an opportunity to resolve your claim by sending a written description of your claim to the address in Section 35(f) below. We each agree to negotiate with each other in good faith about your claim. If we do not resolve the claim within 60 days after we receive this claim description, you may pursue your claim in arbitration. You may pursue your claim in a court only under the circumstances described below. We each agree that if you fail to timely pay amounts due, we may assign you're account for collection, and the collection agency may pursue in court claims limited strictly to the collection of the past due amounts and any interest or cost of collection permitted by law or the Agreement.

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**24. Class Action Waiver.** WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDING WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. If a court or arbitrator determines in an action between you and us that this waiver is unenforceable, the arbitration agreement will be void as to you. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding.

**25. Jury Trial Waiver.** If a claim proceeds in court rather than through arbitration, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.

**26. Miscellaneous.**

**a) Assignment.** IWS may assign in whole or in part our rights or duties under this Agreement without prior notice to you, and upon such assignment we shall be released from all liability hereunder. You may assign this Agreement only with our prior written consent. Subject to this restriction, this Agreement shall apply and inure to the benefit of and be binding upon the heirs, successors, subcontractors, and assigns of the respective parties.

**b) Severability.** Should any part or portion of this Agreement be found invalid, the balance of the provisions shall remain unaffected and in full force and effect, unless our obligations hereunder are materially impaired.

**c) If Your Device is lost or stolen.** If your device gets lost or stolen, you should notify IWS immediately, and your account can be suspended. We may not credit or refund your account based on your termination of service as a result of a lost or stolen device.

**d) Notices.** IWS reserves the right to provide notice to you by telephone, short message service, multimedia message service; instant message or voicemail service to the extent permitted by applicable law. Any notice will be considered provided to you when left with via your phone, or voicemail. Any notice that IWS mails to you will be considered provided to you, to the extent permitted by applicable law, when IWS deposits the notice into the United States mail addressed to you at your last known address as shown in our billing records. You must notify us of any address changes. Failure to notify us of a change in your address is considered a breach of this agreement and may result in suspension or termination of your service.

**e) CPNI (customer proprietary network information).** IWS will receive information classified as "customer proprietary network information" ("CPNI") through providing service to you. This information may be considered confidential under federal law and includes information

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regarding the type of services you purchase usage of that service, the technical configuration of the service and the destination of telephone calls you place. IWS may use this information for purposes without further disclosure or consent, including: to provide you Service; to communicate service offerings to you related to the Services you purchase; or to protect you, other IWS users, IWS and other carriers from fraud, abuse or unlawful use of its service. IWS reserves the right to communicate with you by using prerecorded messages that are informational or promotional in nature. IWS may also share such information with its affiliates, joint venture partners and third party agents for the limited purpose of related offers and information that may be of interest to you. However, you have the right under federal law to request IWS not to disclose your confidential information for this purpose, and IWS has the duty to honor any such request. You may "opt out" of disclosure of your CPNI to IWS affiliates, joint venture partners and third-party agents for this purpose by calling Customer Service at 1-888-550-4497. Opting-out will not affect IWS' provision of service to you. Additional provisions regarding our use of CPNI and other subscriber information is set forth in our Privacy Policy, available at our official website which we incorporate herein by reference.

**f) Dispute Resolution.** If you have any questions regarding your service or any information in this agreement, you may call Customer Service at 1-888-550-4497 or write us at IWS Customer Service, 4135 NW Urbandale Dr., Urbandale, IA 50322.

**g) Location Based Service.** Our network may be able to determine the location of your Device when it is outdoors and/or turned on. By using various technologies to locate your Device, we can provide enhanced emergency 911 services, and optional location-sensitive services provided by us or a third party. Network coverage or environmental factors (such as structures, buildings, weather, geography, landscape, and topography) can significantly impact the ability to access your Device's location information and use of location-sensitive services. You agree that any authorized user may access, use or authorize IWS or third party location sensitive applications through the Services. You understand that your use of such location sensitive applications is subject to the application's terms and conditions and policies, including its privacy policy. If you activate location sensitive services for Devices used by other authorized users, you agree to inform the authorized user(s) of the terms of use for location sensitive applications and that the Device may be located. For additional information on location-sensitive services, see our Privacy Policy at our website.

**h) Lifeline Services.** As part of a federal government program, IWS offers discounted wireless service to qualified low-income residents in selected states. For questions or to apply for Lifeline service, call 1-888-550-4497.

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**i) Force Majeure.** Neither Party shall be liable for any delay or failure to perform per the terms of this Agreement caused by Acts of God or other causes beyond the parties' control and without fault or negligence. In such event, either Party may suspend this Agreement in whole or in part for the duration of the delaying cause. Both parties shall resume performance under this Agreement immediately after the delaying cause ceases and the initial term of this Agreement shall be extended for a period of time equivalent to the length of time the excused delay occurred.

**j) Entire Agreement.** This Agreement represents the final and entire agreement between you and IWS, and supersedes any prior or subsequent representation or agreement between the parties hereto. No change to this Agreement will be valid unless accepted in writing by a duly authorized officer of IWS. Our failure at any time to require strict performance by you of any of the provisions of this Agreement will not waive or reduce our right to thereafter require strict compliance with any provisions of this Agreement.

**k) Governing Laws and Regulations.** This Agreement, its validity, construction, performance, and enforcement shall be governed by and construed in accordance with the laws of the State of Iowa and applicable federal law and the regulations of the Federal Communications Commission. The parties to this agreement agree that this Agreement is to be performed in Polk County, Iowa and unless prohibited by law, the proper place for bringing any action on this Agreement shall be within the jurisdiction of the Iowa District Court for Polk County.

## HELPFUL LINKS

<a href="#">My Account</a>	<a href="#">Contact Us</a>	<a href="#">About Us</a>
<a href="#">Refill</a>	<a href="#">Return Policy</a>	<a href="#">MEGArewards</a>
<a href="#">Move Your Number</a>	<a href="#">Coverage</a>	<a href="#">Data Calculator</a>
<a href="#">Store Locator</a>	<a href="#">Send a Text Message</a>	<a href="#">Español</a>
<a href="#">International Calling</a>	<a href="#">Business Plans</a>	<a href="#">Colocation</a>
		<a href="#">Opportunities</a>
<a href="#">Switch and Save</a>	<a href="#">Enter to Win</a>	

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# Postpay General Terms and Conditions

This Agreement sets forth the terms and conditions under which Iowa Wireless Services, L.L.C., dba i wireless, or a company affiliated with Iowa Wireless Services, L.L.C. ("IWS", "we" or "us") will provide you ("Customer" or "you") with personal communication services, including voice, SMS and or data depending upon you're applicable data plan (the "Service"). As used in this Agreement, the term "Device" means your mobile communication device and SIM Card, including any additional or replacement equipment, applications or features which have been added to your Device. This Agreement covers all services provided by IWS, and commences upon your acceptance of Service after receipt of this Agreement.

**1. Service Agreement Acceptance.** You accept these terms and agree to comply with all applicable laws and policies by doing any of the following: (a) giving a written or electronic signature (b) activating service (c) attempting to use your service (d) making a change or addition to your service (e) opening any package or starting any program that states your acceptance when doing so (f) paying for your service. Do not perform any of the foregoing actions if you do not accept this Agreement.

**2. Availability of Service.** Service is available to your Device only when it is within the operating range of our communication network (the "service area"), or another carrier's compatible communication system with whom we have entered into roaming agreements (roaming charges may apply). Our service is subject to transmission limitations caused by atmospheric, topographical, and usage conditions, and may be temporarily refused, limited, interrupted, or curtailed as necessary or appropriate for the proper operation of the Service. Coverage maps are available online at: <http://www.iwireless.com/support/coverage.aspx>. Coverage maps are only

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estimated; actual service coverage and quality may vary. Within coverage areas, factors - including network changes, traffic volume, service outages, technical limitations, signal strength, your equipment, terrain, structures, foliage, weather and other conditions may interfere with service quality and availability, including the ability to make, receive and maintain calls and to send and receive data & messages.

**3. Roaming.** Your Device may connect to another service provider's network ("Roaming") even when you are within the IWS coverage area. Check your Device to determine if you are Roaming. Depending upon your Service Plan, there may be extra charges (including long distance, tolls, data usage) and higher rates for Roaming usage. You must use your Device predominantly within the IWS-owned network coverage area. We may limit or terminate your Service without prior notice if you no longer reside in an IWS-owned network coverage area or if a substantial portion of your voice and/or data usage is Roaming.

**4. Wireless Device, Numbers and E-mail Addresses.** IWS is not responsible for any defects, acts, or omissions by your Device manufacturer. You do not have any rights to any number, e-mail address or other identifier we may assign to your Device or account. We may change your number assignment from time to time by giving you notice of the change. You may not modify, change or transfer any of these, except as we allow or as allowed for by law. You may transfer your number from another carrier to IWS or from IWS to another carrier, provided however, we cannot guarantee that phone numbers transferred to or from us will be successful. If an authorization is made to transfer your number away from IWS, it is considered as a request to terminate your service.

**5. Your Device & Compatibility with Other Networks.** Your Device may not be compatible with the network and services provided by another service provider. You may buy a Device from someone else, but it must, be compatible with, and not potentially harm, our network. Some IWS features will be available only on Devices purchased from us. At times we may remotely change software, systems, applications, features or programming on your Device without notice to address security, safety or other issues that impact the IWS network or your Device. These changes may modify your Device and may affect or erase data you have stored on your Device, the way you have programmed your Device, or the way you use your Device. We may offer you changes to systems, applications, features or programming remotely to your Device; you will not be able to use your Device during the installation of the changes even for emergencies.

**6. Use of Service/Prohibited Uses.** You must comply with all laws and regulations while using the service. Service cannot be used (a) to send messages that are illegal, threatening, or fraudulent (b) in a way that could



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adversely affect our customers, network, or reputation (c) for solicitation via voice, text, or otherwise (d) to transmit any virus, worm, or malicious code (e) in any way that is prohibited by the terms of this agreement. You agree not to resell the Service (whether for profit or otherwise) or to use your Device or the Service for any unlawful or abusive purpose or in such a way as to create damage or risk to our business, reputation, employees, facilities, third parties or to the public generally. You may not use or assign the number to any other SIM Card. Programming another number into the SIM Card shall be a breach of this Agreement, and shall give IWS the right to terminate this Agreement and pursue other remedies available by law. You are responsible for ensuring that your Device is technically and operationally compatible with our communication system at all times, and conforms to applicable Federal Communications Commission (FCC) rules and regulations.

**7. Protection of Our Network and Services.** We can take any action to, including but not limited to termination of service or barring your Device from access to other networks in order to: (a) protect our network, our rights and interests, or the rights of others; (b) optimize or improve the overall use of our network and services; and/or (c) prevent usage that is deemed harmful or otherwise adverse.

**8. Term.** (a) This Agreement begins on the date Service is activated to your Device and shall continue for the number of full months applicable to the service plan selected (the "Term") or until terminated in the manner provided herein. (b) Regardless of your plan, all termination requests must be in writing and may take up to 30 days to process. If customer has elected a "No Contract" plan, service is provided on a month-to-month basis according to the terms hereof.

**9. Early Termination.** (a) IWS reserves the right to terminate this Agreement and any services hereunder at any time upon thirty (30) day notice. If you select a plan with a Term longer than one month, you understand you have been provided a special rate and/or IWS has incurred costs, in exchange for your agreement to subscribe for the initial Term. If you attempt to terminate this Agreement prior to the end of the Term you will breach this Agreement, and in which event we will either (i) accept your termination request effective 30 days after receipt provided you pay us a cancellation fee of \$200.00 per line prorated per month remaining on the Term (not to exceed Two Hundred Dollars (\$200) per line); or (ii) if permitted by law, not accept your attempted termination and seek all damages available to us as a result of your breach. Customer agrees that any termination fee may be deducted from their deposit.

**10. Suspension Or Termination of Services.** IWS shall have the right to modify, suspend or terminate your Service, without prior notice; including,

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but not limited to: (a) breach of the agreement; (b) reselling our service; (c) using your service for an illegal purpose; (d) providing false information; (e) modifying a device from its manufacturer intent; (f) failure to use service after an extended period of time; (g) attempt to transfer service without IWS' consent; (h) violating any provision of this Agreement; (i) using your Service in excessive amounts detrimental to IWS' network and taking any action which harms our network; (j) using your service for spam or engage in other abusive messaging; or (k) engaging in repeat copyright infringement.

**11. Modification of Agreement.** IWS may modify the charges for its Service or modify these terms and conditions at any time upon prior written notice to you. Customer may, upon receipt of notice of the modification(s), terminate this Agreement in the manner set forth above, provided however that no early termination fee will apply if the charges materially changes your rights hereunder, or the cost of service. Your continued use of the Service after we have given you notice of a modification, shall indicate your consent to such amendment. If we modify such rates and/or terms and conditions and you do not terminate this Agreement within 14 days after such notice is given, you must pay us any additional charges even if you paid for the Service in advance.

**12. Modifying Your Account.** You may, upon verbal or written notice to us, modify Service features. You will be charged for Service features on a monthly basis, with any charges for a partial month of feature usage to be determined on a prorated basis. Unless you have selected a special promotional rate plan or accepted promotional handset pricing, you may upon verbal or written notice to us, and payment of transfer fee (if any) assessed by us, change to another rate plan beginning with the following billing cycle. If we allow you to temporarily suspend your account, however, the Term may be extended by the length of the temporary suspension, at our option.

**13. Deposits.** We may require a deposit (in which you grant us a security interest) to secure your payment of all amounts when due. Unless required by law, IWS will not pay interest on any deposits. The amount of your deposit may be increased upon reevaluation of your usage and credit. You may either provide us such increased deposit or terminate this Agreement, in which case, any cancellation fee will be waived. Customer may request IWS Credit Department reevaluate Deposit requirements after one year of service. You must promptly pay your monthly billing statement, even if you have given us a deposit. If this Agreement is terminated for any reason, any deposit will be applied to pay any of your charges then or thereafter due. Any remaining deposit or other credit balance on your account will be returned without interest (as allowed by law) to you at your last-known address within seventy-five (75) days after termination. Unless otherwise



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prohibited by law, (a) any balance of twenty-five dollars (\$5.00) or less will not be returned but will be retained by us, and (b) if the Postal Service is not able to deliver the funds to you and returns them to us, title to such funds shall be conclusively deemed to remain ours, and you shall have no further right thereto.

**14. Rate Plans.** We may offer different rate plans, in different geographic regions, to different customers. Features offered under some rate plans may be limited in comparison to other rate plans. Charges and fees will be applied on a per rate plan basis. Particular rate plans, phones, or the like may be required when participating in promotional offers. Rate plans and any fees associated, may change at any time. Any changes made to this agreement or the rate plans are effective when published or when a notice has been given. The types of charges you incur will vary depending on the service used and your service plan. All federal, state and local taxes, fees, and other charges that we're required by law to collect may change from time to time without notice. You are responsible for paying all applicable charges during time of activation, refill, or whenever they may apply.

**15. Billing and Payment of Charges.** You will pay all charges the Service under this Agreement, including regular monthly Service and Usage charges, according to your rate plan. Usage charges include charges on a per minute/use basis for calls or text messages that are processed through your Device (incoming or outgoing) or through any Number assigned to you. Toll charges may apply for calls you make from our local calling area to points outside our local calling area. Long distance charges and additional charges may be assessed by another service provider for calls that are sent from or received by your Device when you are outside our local calling area ('Roaming' Charges). You will pay any applicable land line access charges (directory assistance, etc.), and additional calling services offered by us which you use. We bill in full minute increments and any fraction of a minute of usage is rounded up and charged or deducted from any plan minutes at a full minute rate. You will be charged from the time you press the key to send or receive the call (or the call otherwise connects to our system) until the time you press the key to end the call (or the call otherwise disconnects from our system). If we have agreed that you may pay for charges with a credit card account, we will charge amounts due to the credit card account at such time the charges are billed. No additional notice, consent or authorization will be required for such credit card account charges, even if Service has been terminated. To the extent allowed by law, these authorizations are irrevocable. If you have not authorized charges to be made to a credit card account, or if for any reason your credit card issuer does not pay us, payment must be received from you on or before the due date or we may suspend or terminate your Service without prior notice. Payments are past due if not received by us by the date shown on the

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monthly invoice. Acceptance of late or partial payments, or payments marked "Paid in Full" or similar notations, will not waive any of our rights hereunder nor will it constitute an accord and satisfaction. We may charge you a returned funds fee of thirty dollars (\$30.00) for any check, auto draft, or declined credit card payment returned for insufficient funds. Questions about, or objections to any charges reflected on an invoice must be in writing and must be received by us from you no later than the due date set forth in the invoice or any objection shall be waived. All amounts due to us, including disputed amounts, must be paid to us on or before the due date set forth in the invoice. Interest shall accrue at the rate of 1.5% per month, or a minimum late fee of \$7.50 will apply on any amount not paid when due, whichever is greater.

**16. Credit Limits.** IWS shall have the right, in its sole discretion to establish credit or account spending limits for each customer. Customer accounts will be subject to restriction when the credit limit and/or past due balances are reached, which restrictions may include suspension or termination of service. Credit terms and account spending limits are subject to change at any time with or without notice to said customers.

**17. Account Balance.** Account balances are not transferrable, redeemable for cash, or refundable; unless otherwise noted.

**18. Taxes.** Any applicable sales, use, excise, public utility or other taxes, fees or charges imposed on us as a result of providing the Service to your Device will be added to your charges when imposed or required by law. Although the current amount of taxes and additional costs may be disclosed at commencement of Service, this amount may be subject to change during the Contract Term, and shall not give customer cause to terminate this Agreement. If you are exempt from payment of any such taxes, you must provide us with an original Tax Exempt Document. Tax exemption will only apply from the date we receive the Tax Exempt Document, and you will not receive credit for any taxes already paid by you.

**19. Authorized User.** You agree any authorized users on your account will be granted access to account information and may be able to make changes to the account. If you share your account password and verification information with someone, they can access and make changes to your account. You are responsible for any changes and subsequent charges associated with those changes. Changes may require a fee or charge and new minimum term.

**20. Default/Remedies.** The following events shall constitute an event of default hereunder: (a) Your failure to pay any sum due to us on due date after the date on which the same shall become due; (b) your breach of any representations made in this agreement; (c) your use of your Device or

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Service in any way that damages or interferes with IWS or its PCS system;

(d) the filing of any proceeding, voluntarily or involuntarily under the U.S. Bankruptcy Code, insolvency, the making of an assignment for the benefit of creditors or appointment of a trustee or receiver, or, in the case of business customers, cessation of business as a going concern (each an "Event of Default"). For multiple phone or account holders, defaulting on any account or line shall automatically constitute defaulting on all phones or accounts. Upon the occurrence of any Event of Default, we may immediately discontinue Service and/or terminate this Agreement without prior notice. In such case, you shall remain responsible for payment of all charges due to us under this Agreement, which charges (including without limitation, all unbilled installment amounts, early termination fee) will be immediately due and payable. In the Event of Default, you shall also be liable for all costs incurred by us on account of such default and while enforcing any remedy including collection fees, attorneys fees, witness fees and court costs, unless collection of such fees are prohibited by law. The rights and remedies granted to us herein shall be cumulative and action on one shall not be deemed to constitute an election or waiver of the other rights of action, or any other right or remedy, to which we may be entitled. If this agreement is terminated because of your default, we may keep any charges or deposits paid by you. If we agree to renew service to you after we have suspended service, you agree to pay any reactivation charges, the amount of which will be determined solely by us.

**21. Disclaimer of Warranty.** Your Device, accessory, or related equipment may come with separate manufacturer warranties. IWS claims no representation of these warranties expressed, implied, or otherwise. We will not be liable to you in connection with (a) the manufacturer warranty (b) any items missing from the manufacturer (c) malfunctioning of the phone, accessory, or related equipment. IWS not authorize anyone to make warranties on our behalf.

IWS MAKES NO WARRANTIES REGARDING THE SERVICE OR YOUR DEVICE, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY TYPE OR CHARACTER. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. STATEMENTS REGARDING DESCRIPTIONS OF THE SERVICE OR YOUR DEVICE, IF ANY, BY US OR OUR AGENTS OR INSTALLERS ARE INFORMATIONAL ONLY AND ARE NOT MADE OR GIVEN AS WARRANTY OF ANY KIND. IWS DOES NOT MANUFACTURE YOUR DEVICE. IN THE EVENT OF ANY DEFECT WITH RESPECT TO A NEW DEVICE PURCHASED FROM US, YOUR REMEDY IS OUTLINED BY THE MANUFACTURER'S WARRANTY. IF YOU PURCHASED USED EQUIPMENT FROM US, YOU MAY RETURN YOUR DEVICE FOR REPLACEMENT OR FULL REFUND

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WITHIN FOURTEEN (14) DAYS OF PURCHASE IN THE EVENT OF ANY DEFECT. IN THE EVENT OF ANY DEFECT IN AN INSTALLATION PERFORMED BY US, YOUR SOLE REMEDY SHALL BE REINSTALLATION.

**22. Return Policy.** You may return or exchange your new Device one time during the first fourteen (14) days of service. This policy applies only to Devices purchased through IWS. Demo, used, refurbished, or special order Devices are not eligible for returns. All returns require a proof of purchase (receipt) and must be in "like new" condition with original packaging, battery, accessories and manuals undamaged to avoid being assessed a \$200 early termination fee. You will be responsible for all applicable airtime usage and fees.

**23. Limitation of Liability.** IWS SHALL BE EXCUSED FROM PERFORMANCE, AND SHALL NOT BE LIABLE FOR ANY ACT OR OMISSION OF AN UNDERLYING CARRIER, EQUIPMENT OR FACILITY FAILURE, EQUIPMENT OR FACILITY UPGRADE OR MODIFICATION, ACTS OF GOD, STRIKES, FIRE, WAR, RIOT, GOVERNMENT ACTIONS, EQUIPMENT OR FACILITY SHORTAGE, EQUIPMENT OR FACILITY RELOCATION OR CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT WITHOUT LIMITATION THE FAILURE OF ANY INCOMING OR OUTGOING CALL TO BE CONNECTED. IWS' LIABILITY, IF ANY, FOR ANY MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR, DEFECT OR OTHER FAILURE WITH RESPECT TO THE SERVICE SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PRORATED, MONTHLY CHARGES TO YOU FOR SAID SERVICE DURING THE AFFECTED PERIOD, PROVIDED THAT NO LIABILITY SHALL RESULT FOR OUTAGES OF 24 HOURS OR LESS. IN NO EVENT SHALL IWS BE LIABLE TO YOU, YOUR EMPLOYEES, AGENTS OR CUSTOMERS, OR ANY THIRD PARTY (COLLECTIVELY FOR PURPOSES OF THIS PARAGRAPH, "SUBSCRIBER") FOR ANY COST, DELAY, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY FAILURE OF SERVICE OR OUR FAILURE TO PERFORM UNDER THIS AGREEMENT. IWS SHALL NOT BE LIABLE TO SUBSCRIBER FOR INJURIES TO PERSONS OR PROPERTY ARISING FROM SUBSCRIBER'S USE OF YOUR DEVICE OR THE SERVICE OR THE INSTALLATION, REPAIR OR MAINTENANCE OF YOUR DEVICE. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD IWS, ANY UNDERLYING CARRIER, AND ANY OF THE OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, LIABILITIES, COSTS OR DAMAGES RELATING TO THIS AGREEMENT AND SUBSCRIBERS USE OF THE SERVICE. UNLESS COLLECTION OF SUCH FEES IS PROHIBITED BY LAW, YOU FURTHER AGREE TO PAY

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OUR REASONABLE ATTORNEY'S AND EXPERT WITNESSES FEES AND COSTS ARISING FROM ANY ACTIONS OR CLAIMS HEREUNDER AND THOSE INCURRED IN ESTABLISHING THE APPLICABILITY OF THIS PARAGRAPH.

**24. 911 Emergency Calls.** When making 911 or other emergency calls; you should always be prepared to state the nature of your emergency and provide your location. IWS is not responsible for failure to connect or complete calls, or if information provided to the emergency service is inaccurate. If third parties are involved in connecting a 911 call, IWS does not determine the agency to which your 911 call is routed. A variety of methods may be used to determine the location of your call including GPS, our network, or the street address you provided during the time of activation.

**25. NOTICE REGARDING TRANSMISSION OF WIRELESS EMERGENCY ALERTS (Commercial Mobile Alert Service).**

IWS has chosen to offer wireless emergency alerts within portions of its service area, as defined by the terms and conditions of its Agreement, on wireless emergency alert capable devices. There is no additional charge for these wireless emergency alerts.

Wireless emergency alerts may not be available on all devices or in the entire service area, or if a subscriber is outside of the IWS service area.

For details on the availability of this service and wireless emergency alert capable devices, please ask a sales representative, or go to [iwireless.com](http://iwireless.com).

Notice required by FCC Rule 47 CFR 10.240 (Commercial Mobile Alert Service).

**26. Additional Notices Regarding Wireless Emergency Alerts.**

Wireless emergency alerts may not be delivered if the handset is being used or is turned off at the time the alert is broadcast. In areas in which wireless emergency alerts are transmitted, such alerts may not be received by a subscriber or user of IWS's wireless service even though the subscriber has a device capable of receiving them. Wireless emergency alerts are sent only in a targeted geographic area determined by the entities sending the alerts, and may not be available in service areas where IWS does not provide wireless emergency alerts, or when users roam outside of their home service area. In transmitting wireless emergency alerts pursuant to federal law, IWS, including its shareholders, officers, directors, employees, vendors, agents, or representatives of any of the foregoing shall not be liable to any subscriber or user of IWS's wireless service or equipment, or any related service or equipment, for any act or omission related to or any harm resulting from the transmission of, or the failure to

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transmit, a wireless emergency alert; or the release or failure to release to a government entity or agency, public safety, fire service, law enforcement official, emergency medical service, or emergency facility of subscriber information used in connection with delivering a wireless emergency alert.

**27. Copyright & Digital Millennium Copyright Act.** Subscribers and users are prohibited from infringing, copying, reproducing, posting, or distributing in any manner any material that is protected by copyright, trademark, or any other intellectual property rights. It is IWS's policy to terminate any subscribers or users that engage in repeated copyright infringement. IWS follows the procedures set forth in the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 512, to avail itself of the safe-harbor provisions for service providers. IWS provides transitory digital network communications service as defined under the DMCA, 17 U.S.C. § 512(a). As a provider of transitory digital network communications services, iWireless is protected from claims of online copyright infringement pursuant to the safe harbor in 17 U.S.C. § 512(a). Furthermore, the company is not required to remove or block access to materials transmitted through IWS's network that is initiated by or at the direction of a person other than IWS. Further information regarding DMCA notification and counter-notification procedures can be found at [www.iwireless.com](http://www.iwireless.com).

**28. Unlimited Voice Services.** Unlimited voice services are provided solely for live dialog between two individuals. Unlimited voice services may not be used for conference calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which do not consist of uninterrupted live dialog between two individuals. If IWS finds that you are using an unlimited voice service offering for other than live dialog between two individuals, IWS may, at its option terminate your service or change your plan to one with no unlimited usage components. IWS will provide notice that it intends to take any of the above actions, and you may terminate the agreement.

**29. Additional Terms for Data Plans and Features/Data Fair Use Policy.** The following terms supplement your Subscriber Agreement, and apply to your data plan or feature ("Data Plan"). To the extent any term in this Data Fair Use Policy expressly conflicts with your Subscriber Agreement, the term in this Data Fair Use Policy will govern.

a) Permissible and Prohibited Uses Your Data Plan is intended for Web browsing, messaging and similar activities on your device and not on any other equipment. Unless explicitly permitted by your Data Plan, including for example, tethering your device to a personal computer or other hardware, is not permitted.



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Examples of prohibited uses include but are not limited to: (a) server devices or host computer applications, including continuous Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file-sharing applications that are broadcast to multiple servers or recipients, “bots” or similar routines that could disrupt net user groups or email use by others or other applications that denigrate network capacity or functionality; (b) as a substitute or backup for private lines or dedicated data connections; (c) any activity that adversely affects the ability of other users or systems to use either IWS services or the network-based resources of others, including the generation or dissemination of viruses, malware or “denial of service” attacks; (d) accessing, or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate, IWS’ or another entity’s network or systems; or (e) running software or other device that maintain continuously active Internet connections when a computer’s connection would otherwise be idle, or “keep alive” functions. You cannot use a Data Plan for Web broadcasting, or for the operation of servers, telemetry devices and/or supervisory control and data acquisition devices.

b) Protective Measures To provide a good experience for all of our customers, and minimize capacity issues and degradation in network performance, IWS may take measures including temporarily reducing data throughput for a subset of customers who use a disproportionate amount of bandwidth. If your total usage exceeds 10GB (which threshold amount is subject to change) during a bill cycle, we may reduce your data speed for the remainder of that billing cycle.

We may also suspend, terminate, or restrict your data session, Data Plan, or service if you use your Data Plan in a manner that violates this policy, restricts our ability to allocate network capacity among customers, or that otherwise may degrade service quality for other customers.

c) Downloadable Content and Applications You may purchase Content and Applications (e.g., downloadable or networked applications, wallpapers, ringtones, games, and productivity tools) (“Content” and “Apps”) for and with your compatible device. Some Apps that you can purchase with your device are not sold by IWS, IWS is not responsible for third party Apps, including download, installation, use, transmission failure, interruption, or delay, or any content or website you may be able to access through the App. Any support questions for these Apps should be directed to the third party seller identified at the point of purchase. When you use, download or install an App sold by a third party seller, you may be subject to license terms between you and the third party seller and App developer. When you use, download or install Content or Apps that you purchase from IWS, the

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d) Right of Termination IWS retains their right, in its reasonable discretion, to terminate your Data Plan, in the event of violation of this Data Fair Use Policy.

**30. Web/Data Service.** IWS web/data service may allow you to access the internet, text, pictures, music, games, email, and related items. You are responsible for any content accessed with your service and through any line on your account. We cannot make any guarantees what content you may access on your device. In order to protect our customers, network, or reputation, access may be limited or restricted. This may include limiting your throughput or the amount of data transferred with your unlimited service.

**31. Privacy.** We may collect information about you and your use of services hereunder. We are committed to respecting and protecting your privacy, and use the privacy policy set forth online at: <http://www.iwireless.com/support/about/our-commitment-to-privacy.aspx> to the extent practical. Notwithstanding the foregoing, we honor requests for information made by lawful process. In addition, you should understand and be aware that transmission of a cellular communications and data may be subject to intercept by third parties without our knowledge.

**32. Dispute Resolution and Arbitration.** WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL CLAIMS OR DISPUTES IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, OUR SERVICES, DEVICES OR PRODUCTS, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED BY BINDING ARBITRATION,



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ACCORDING TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, RATHER THAN IN COURT. This includes any claims against other parties relating to Services or Devices provided or billed to you (such as our suppliers, Dealers or third party vendors) whenever you also assert claims against us in the same proceeding. We each also agree that the Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law apply.

For all disputes, you must first give us an opportunity to resolve your claim by sending a written description of your claim to the address in Section 35(f) below. We each agree to negotiate with each other in good faith about your claim. If we do not resolve the claim within 60 days after we receive this claim description, you may pursue your claim in arbitration. You may pursue your claim in a court only under the circumstances described below. We each agree that if you fail to timely pay amounts due, we may assign your account for collection, and the collection agency may pursue in court claims limited strictly to the collection of the past due amounts and any interest or cost of collection permitted by law or the Agreement.

**33. Class Action Waiver.** WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDING WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. If a court or arbitrator determines in an action between you and us that this waiver is unenforceable, the arbitration agreement will be void as to you. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding.

**34. Jury Trial Waiver.** If a claim proceeds in court rather than through arbitration, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.

**35. Miscellaneous.**

a) **Assignment.** IWS may assign in whole or in part our rights or duties under this Agreement without prior notice to you, and upon such assignment we shall be released from all liability hereunder. You may assign this Agreement only with our prior written consent. Subject to this restriction, this Agreement shall apply and inure to the benefit of and be binding upon the heirs, successors, subcontractors, and assigns of the respective parties.

b) **Severability.** Should any part or portion of this Agreement be found invalid, the balance of the provisions shall remain unaffected and in full force and effect, unless our obligations hereunder are materially impaired.

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c) If Your Device is lost or stolen. If your device gets lost or stolen, you should notify IWS immediately, so any charges done without your consent can be prevented and your account can be suspended. We may not credit or refund your account based on your termination of service as a result of a lost or stolen device.

d) Notices. IWS reserves the right to provide notice to you by telephone, short message service, multimedia message service; instant message or voicemail service to the extent permitted by applicable law. Any notice will be considered provided to you when left with via your phone, or voicemail. Any notice that IWS mails to you will be considered provided to you, to the extent permitted by applicable law, when IWS deposits the notice into the United States mail addressed to you at your last known address as shown in our billing records. You must notify us of any address changes. Failure to notify us of a change in your address is considered a breach of this agreement and may result in suspension or termination of your service.

e) CPNI (customer proprietary network information). IWS will receive information classified as "customer proprietary network information" ("CPNI") through providing service to you. This information may be considered confidential under federal law and includes information regarding the type of services you purchase usage of that service, the technical configuration of the service and the destination of telephone calls you place. IWS may use this information for purposes without further disclosure or consent, including: to provide you Service; to communicate service offerings to you related to the Services you purchase; or to protect you, other IWS users, IWS and other carriers from fraud, abuse or unlawful use of its service. IWS reserves the right to communicate with you by using prerecorded messages that are informational or promotional in nature. IWS may also share such information with its affiliates, joint venture partners and third party agents for the limited purpose of related offers and information that may be of interest to you. However, you have the right under federal law to request IWS not to disclose your confidential information for this purpose, and IWS has the duty to honor any such request. You may "opt out" of disclosure of your CPNI to IWS affiliates, joint venture partners and third-party agents for this purpose by calling Customer Service at 1-888-550-4497. Opting-out will not affect IWS' provision of service to you. Additional provisions regarding our use of CPNI and other subscriber information is set forth in our Privacy Policy, available at our official website which we incorporate herein by reference.

f) Dispute Resolution. If you have any questions regarding your service or any information in this agreement, you may call Customer Service at 1-888-550-4497 or write us at IWS Customer Service, 4135 NW Urbandale Dr., Urbandale, IA 50322.

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g) Location Based Service. Our network may be able to determine the location of your Device when it is outdoors and/or turned on. By using various technologies to locate your Device, we can provide enhanced emergency 911 services, and optional location-sensitive services provided by us or a third party. Network coverage or environmental factors (such as structures, buildings, weather, geography, landscape, and topography) can significantly impact the ability to access your Device's location information and use of location-sensitive services. You agree that any authorized user may access, use or authorize IWS or third party location sensitive applications through the Services. You understand that your use of such location sensitive applications is subject to the application's terms and conditions and policies, including its privacy policy. If you activate location sensitive services for Devices used by other authorized users, you agree to inform the authorized user(s) of the terms of use for location sensitive applications and that the Device may be located. For additional information on location-sensitive services, see our Privacy Policy at our website.

h) Lifeline Services. As part of a federal government program, IWS offers discounted wireless service to qualified low-income residents in selected states. For questions or to apply for Lifeline service, call 1-888-550-4497.

i) Force Majeure. Neither Party shall be liable for any delay or failure to perform per the terms of this Agreement caused by Acts of God or other causes beyond the parties' control and without fault or negligence. In such event, either Party may suspend this Agreement in whole or in part for the duration of the delaying cause. Both parties shall resume performance under this Agreement immediately after the delaying cause ceases and the initial term of this Agreement shall be extended for a period of time equivalent to the length of time the excused delay occurred.

j) Entire Agreement. This Agreement represents the final and entire agreement between you and IWS, and supersedes any prior or subsequent representation or agreement between the parties hereto. No change to this Agreement will be valid unless accepted in writing by a duly authorized officer of IWS. Our failure at any time to require strict performance by you of any of the provisions of this Agreement will not waive or reduce our right to thereafter require strict compliance with any provisions of this Agreement.

k) Governing Laws and Regulations. This Agreement, its validity, construction, performance, and enforcement shall be governed by and construed in accordance with the laws of the State of Iowa and applicable federal law and the regulations of the Federal Communications Commission. The parties to this agreement agree that this Agreement is to be performed in Polk County, Iowa and unless prohibited by law, the proper place for bringing any action on this Agreement shall be within the jurisdiction of the Iowa District Court for Polk County.

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## HELPFUL LINKS

<a href="#">My Account</a>	<a href="#">Contact Us</a>	<a href="#">About Us</a>
<a href="#">Refill</a>	<a href="#">Return Policy</a>	<a href="#">MEGArewards</a>
<a href="#">Move Your Number</a>	<a href="#">Coverage</a>	<a href="#">Data Calculator</a>
<a href="#">Store Locator</a>	<a href="#">Send a Text Message</a>	<a href="#">Español</a>
<a href="#">International Calling</a>	<a href="#">Business Plans</a>	<a href="#">Colocation</a>
		<a href="#">Opportunities</a>
<a href="#">Switch and Save</a>	<a href="#">Enter to Win</a>	

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